

# The Orissa Gazette



EXTRAORDINARY  
PUBLISHED BY AUTHORITY

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No. 1045, CUTTACK THURSDAY, JULY 23, 2009/ SHRAVANA 1, 1931

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## LABOUR & EMPLOYMENT DEPARTMENT

### NOTIFICATION

The 30th June 2009

No. 5778-1i/1(B)-99/2006/LE.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the award, dated the 25th March, 2008 in I.D. Case No. 3 of 2007 of the Presiding Officer, Labour Court, Bhubaneswar to whom the Industrial Dispute between the Management of Kurumbankatara Service Co-operative Society Ltd., Kurumbankatara, Odagaon, Nayagarh, and their Workman Shri Arjun Senapati was referred to for adjudication is hereby published as in the Schedule below :—

### SCHEDULE

IN THE LABOUR COURT : BHUBANESWAR

INDUSTRIAL DISPUTE CASE No. 3 OF 2007

Dated the 25th March, 2009.

*Present:*

Shri M. R. Tripathy,  
Presiding Officer,  
Labour Court,  
Bhubaneswar.

*Between:*

The Management of Kurumbankatara  
Service Co-operative Society Ltd.,  
Kurumbankatara, Odagaon,  
Nayagarh. ... First-Party — Management.

(And)

Their Workman

Shri Arjun Senapati

... Second-Party — Workman.

*Appearances :*

NONE

...For First-Party — Management

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Shri Arjun Senapati

...For Second Party— Workman himself.

#### **AWARD**

The government of Orissa in exercise of powers conferred by sub-section (5) of Section 12 read with clause (c) of sub-section (1) of Section 10 of the Industrial Dispute Act, 1947 have referred the dispute between the parties to this Court for adjudication vide Order No. 30-II/I(B)-99/06/LE., dated the 3rd January, 2007 of the Labour & Employment Department, Orissa, Bhubaneswar.

2. The schedule of reference is as follows:—

“Whether the termination of the services of Shri Arjun Senapati, Peon, with effect from 31st October, 2001 by the Management of M/s. Kurumbankatara Service Co-operative Society Ltd., At/Post-Kurumbankatara, Via-Odagaon, Dist.-Nayagarh is legal and/or justified ? If not, to what relief Shri Senapati is entitled ?”.

3. The case of the Workman may be briefly stated as follows :—

The workman Shri Arjuna Senapati joined as Peon in Kurumbankatara Service Co-operative Society Ltd. on 1st January, 1974. In the month of December, 1999 the Secretary of the Society with-held his salary. Subsequently he was terminated from service with effect from 31st October, 2001 without any notice or notice pay and compensation as provided in Section 25-F of the Industrial Disputes Act, 1947. Accordingly to him the Secretary of the Society in two occasions took loan amount of Rs. 5,000/- and Rs. 18,000/- in his (Workman) name. He re-paid some amount and did not re-pay the balance amount of Rs. 19,700/. When the Workman requested him to re-pay the balance amount, he bore grudge against him and finally refused employment to him as stated earlier. The Workman approached the labour mechinary and the matter was referred to this Court for adjudication.

4. The Management was set *ex parte*.

5. In order to prove his case, the workman examined himself as W.W.1. He stated that on 1st January, 1974 he joined as a Peon in the Management of Kurumbankatara Service Co-operative Society Ltd. and continued to work as such till 31st October, 2001. He was getting his salary regularly till November, 1999. His pay was held-up from December, 1999 till the date of his retrenchment from service, by the Secretary of the Society. He approached the Secretary several times to release his salary. He was told that his salary will be paid to him after the charge was taken over by the C.E.O.. The C.E.O. took charge of the Society on 8th October, 2001. So he approached the C.E.O. to release his salary. He was advised to file application before the Secretary, President, Branch Manager and Assistant Registrar, Co-operative Society. Accordingly he filed applications before all the above authorities. On the basis of his application, the Supervisor of the Society was deputed to conduct an enquiry. Also he conducted an enquiry on 31st October, 2001. On the same day the Supervisor put another lock on the door of the Society without taking keys from him. He has further stated that the Secretary had drawn loan in two occasions in his name from the Society. When he insisted to re-pay the loan amount, the Secretary bore grudge against him and that is the reason from which his salary was withheld from the month of December, 1999. He was terminated from service on 31st October 2001 and at that time on notice was served on him and retrenchment compensation was not paid to him. His testimony has remained unchallenged as the Management has been set *ex parte*.

6. As the testimony of the Workman has remained unchallenged. So, I believe his version and come to the conclusion that at the time of retrenchment on notice of retrenchment was served on him, so also notice pay or retrenchment compensation was not paid to him. Compliance of Section 25-F of the Industrial Disputes Act, 1947 is a condition precedent to retrench an employee who had worked for more than 240 days during the preceding 12 calendar months.

7. In the present case the workman was working from 1st January 1974 continuously. It is stated by him that till November, 1999 he was getting his salary regularly. Even though he was not getting salary thereafter he was working till 31<sup>st</sup> October, 2001. It is also stated by him that no retrenchment notice, or notice pay or compensation etc. were given to him at the time of his retrenchment. Hence I come to the conclusion that the termination of his service with effect from 31st October, 2001 is not legal and justified. He is entitled to get full salary for the period December, 1999 to

31st October, 2001 and 50% of the back wages from 1st November, 2001., besides, reinstatement in service within a period of two months from the date of the publication of the Award in the official Gazette.

8. Hence Ordered :

The I.D. Case is disposed of *ex-parte*. The Management shall reinstate the Workman in service and shall pay his wages for the period December,1999 to 31st October, 2001 and 50% of the back wages from 1st November, 2001 till to-day within two months from the date of publication of the Award in the official Gazette. If the aforesaid amount is not paid to him within the stipulated time, he will be entitled to get 6% interest on the principal amount from the date on which it become due till the date of actual payment.

The reference is answered accordingly *ex-parte*.

Dictated and corrected by me.

M. R. Tripathy

25-03-2009

Presiding Officer,  
Labour Court,  
Bhubaneswar.

M. R. Tripathy

25-03-2009

Presiding Officer,  
Labour Court,  
Bhubaneswar.

By order of the Governor

GUNANIDHI JENA

Deputy Secretary to Government